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COUNSEL

COMMONWEALTH OF MASSACHUSETTS
DISTRICT COURT DEPARTMENT OF THE TRIAL COURT
FIRST DISTRICT COURT OF ESSEX COUNTY

Essex, SS

CIVIL ACTION NO.
201136CV000073

SWIFTCURRENT STRATEGIES LLC,
Plaintiff,

v.

BENDER FOR SENATE,
JAMES C. BENDER, and
FRANK C. MANCL,
Defendants,

STIPULATION OF DISMISSAL WITH PREJUDICE

FOR AN AMOUNT PAID OF ELEVEN THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$11,167.25) IN TRUST TO THE PLAINTIFF'S ATTORNEY, THE PARTIES TO THE ABOVE-CAPTIONED ACTION HEREBY STIPULATE PURSUANT TO RULE 41(A)(1)(II) OF THE MASSACHUSETTS RULES OF CIVIL PROCEDURE THAT THE ABOVE-ENTITLED ACTION, INCLUDING ALL CLAIMS, MOTIONS, AND COUNTER-CLAIMS, IS DISMISSED, WITH PREJUDICE, WITHOUT COSTS, AND WITH ALL RIGHTS OF APPEAL WAIVED.

RESPECTFULLY SUBMITTED,
SWIFTCURRENT STRATEGIES LLC

BY THEIR ATTORNEY,


VINCENT DEVITO (BBO #628670)
BOWDITCH & DEWEY, LLP
ONE INTERNATIONAL PLACE, 44TH FL
BOSTON, MA 02110
TEL: (617) 757-6518
FAX: (508) 929-3819
EMAIL: VDEVITO@BOWDITCH.COM

RESPECTFULLY SUBMITTED,

BY 
BENDER FOR SENATE

BY 
JAMES C. BENDER

BY 
FRANK C. MANCL

DATE: MAY 16, 2011

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SETTLEMENT AGREEMENT AND FULL RELEASE

OFFICE OF GENERAL
COUNSEL

This Settlement Agreement and Full Release ("Agreement") is made effective this 11th day of May 2011 ("Effective Date"), and entered into by and between SWIFTCURRENT STRATEGIES LLC, (hereinafter referred to as "Plaintiff") and BENDER FOR SENATE, JAMES C. BENDER, and FRANK C. MANCL, (hereinafter referred to as "Defendants"). Each a "Party" and, collectively, referred to as the "Parties."

In consideration of the mutual releases, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, which each Party acknowledges, it is agreed as follows: Defendants agree to pay Plaintiff the total amount of Eleven Thousand One Hundred Sixty Seven Dollars and Twenty-Five Cents (\$11,167.25) for settlement of all claims against Defendants that Plaintiff has sought with regard to the matters occurring before the Effective Date of this Agreement and for settlement of all claims against Plaintiff that Defendants have sought with regard to the matters occurring before the Effective Date of this Agreement.

Plaintiff and Defendants agree to file a joint stipulation of dismissal with prejudice. Said stipulation will be filed with the court, with true copies to each Party, upon receipt of settlement payment.

Plaintiff and Defendants hereby mutually release and forever discharge each other and each of their affiliates, subsidiaries, parent corporations and their respective agents, present and former directors, officers, executives, employees, predecessors and/or successors in interest, attorneys, heirs and assigns, from any and all matters, claims, complaints, claims, demands, damages, causes of action, debts, liabilities, controversies, judgments and suits as of the date of this Agreement arising out of Plaintiff's relationship with Defendants, including any claims for attorneys' fees or otherwise incurred expenses.

Defendants agree to overnight, express mail or wire the settlement payment of \$11,167.25 to be held in trust by Bowditch & Dewey, LLC, for receipt on or before May 16, 2011, at: One International Place, 44th Floor, Boston, Massachusetts 02114 and to the attention of Vincent DeVito. The terms of this Agreement shall have no force and effect if Plaintiff's Counsel does not receive Defendants' settlement payment by 4:00PM EST on May 16, 2011.

The Parties hereby acknowledge that they have a right to consult an attorney and that they have specifically consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby waive their right to do so. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement.

This Agreement constitutes the entire agreement among the parties, and there are no other understanding or agreements, written or oral, among them on the subject. Separate copies of this

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document shall constitute original documents, which may be signed separately but which together shall constitute a single agreement. This Agreement will not be binding on any Party until signed by all Parties or their representatives.

PLAINTIFF:

I HAVE READ THIS SETTLEMENT AGREEMENT AND FULL RELEASE AND, UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND DEED.

Date: May 11, 2011

By: Peter Fullerton
PETER FULLERTON, SWIFTCURRENT STRATEGIES LLC

Date: May 11, 2011

By: Robert Willington
ROBERT WILLINGTON, SWIFTCURRENT STRATEGIES LLC

DEFENDANTS:

I HAVE READ THIS SETTLEMENT AGREEMENT AND FULL RELEASE AND, UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND DEED.

Date: May 11, 2011

By: James P. Bender
BENDER FOR SENATE
Print: James P. Bender

Date: May 11, 2011

By: James C. Bender
JAMES C. BENDER

Date: May 11, 2011

By: Frank C. Mancl
FRANK C. MANCL